EXHIBIT K

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

A. Yes, I testified in the earlier phases of Case No. 8745.

Q. MR. VISSER, PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS.

A. My name is David S. Visser. My title is Manager – Sales Support for Verizon Services Group. My business address is 500 Summit Lake Drive, Valhalla, NY 10595.

Q. WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?

A. I graduated from New York Institute of Technology with a degree in Electro-Mechanical & Computer Technology (BT) in 1984. I also completed my graduate studies in Telecommunications and Computer Management (MS) from Polytechnic University in 1993.

I began my telecommunications career in 1984 with NEC America. I held the position of PBX (Private Branch Exchange) field service engineer and provide technical support and training classes to NEC's distributors through out the US. I joined NYNEX in 1989 to provide technical support to account teams selling to the Large Business Segment. In 1994, I accepted a position in NYNEX's wholesale division providing technical sales support for wireless carriers. After a brief departure from NYNEX, I worked for Nextwave Wireless & AT&T Wireless in the position of Senior Network Engineer. I returned to Bell Atlantic in May 1998 to provide technical sales support to the CLEC wholesale segment. I have since been promoted to Manager – Sales Support and have responsibility for supporting carrier customers in the former Bell Atlantic footprint.

EXHIBIT "K"

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

A. No, I have not.

Q. WHAT IS THE PURPOSE OF THE PANEL'S TESTIMONY?

A. The purpose of our testimony is to address various issues raised in Core's Complaint and the testimony filed by the Commission Staff ("Staff") and Core.

II. SUMMARY OF TESTIMONY

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. In our testimony, we explain why Verizon MD did not violate the terms of its interconnection agreement with Core (the "Interconnection Agreement"). First, although Core claims that Verizon MD had a contractual obligation to provide interconnection within 45 days of Core's initial request, the Interconnection Agreement contains no such requirement. In fact, the Interconnection Agreement clearly states that all interconnection intervals will be negotiated by the parties. Second, we explain that Core has not interconnected with Verizon MD at all, since it does not deliver any traffic to Verizon MD. As a result, Core has no contractual right to dictate how Verizon MD delivers ***its*** traffic to Core. Third, we explain that Verizon MD did not discriminate against Core by using dedicated facilities for interconnection trunking. As we will show, Core's five month initial interconnection trunking process in the Baltimore LATA is well within, if not better than, the normal range for providing interconnection using entrance facilities and is reasonable. Core and Staff are wrong when they assert that Verizon MD's retail services for end users are the proper parity comparison group for interconnection trunking under the nondiscrimination provisions of the Telecommunications Act of 1996 (the "Act") and the FCC's rules. To the contrary, the

FCC has repeatedly held that interconnection trunking for CLECs should be measured against provisioning intervals for interexchange carriers, not end users. Fourth, we explain why Verizon MD uses dedicated entrance facilities for interconnection rather than outside plant facilities, and why dedicated facilities were necessary and appropriate for Core. Finally, we rebut certain miscellaneous issues that were raised in Core's testimony.

III. VERIZON MD DID NOT VIOLATE THE PARTIES' INTERCONNECTION AGREEMENT

Q. WHAT IS YOUR UNDERSTANDING OF CORE'S COMPLAINT AGAINST VERIZON MD IN THE BALTIMORE LATA.

A. As we understand it, Core's Complaint is a contract (interconnection agreement) dispute. Specifically, Core claims that Verizon MD breached sections 4.4 and 27.1 of the interconnection agreement with Core by failing to provide interconnection within 45 days and by failing to provide interconnection to Core on terms and conditions that Verizon MD provides to itself and others, including Verizon MD's retail customers. Essentially, Core claims that Verizon discriminated against it in favor of retail end user customers by requiring that Core use dedicated transport facilities for interconnection rather than shared facilities available to retail customers.

Q. DID VERIZON MD VIOLATE THE TERMS OF ITS INTERCONNECTION AGREEMENT WITH CORE?

A. Absolutely not. Section 4.4.4 does not even apply to Core's initial request to interconnect in the Baltimore LATA, and therefore Core's reliance on that provision is

Offered Interval) and PR-2-09 (Average Completed Interval). Metrics PR-1-09 and PR-2-09 use interexchange carrier feature group D trunks as the parity comparison group – *not* services for Verizon MD's end-user customers.

Q. DID CORE AND STAFF PARTICIPATE IN THE MARYLAND COLLABORATIVE TO ESTABLISH THESE PERFORMANCE METRICS?

A. Yes. Both Core and Staff are participants in the collaborative to establish performance metrics. Given that all parties to that collaborative – as represented by Staff to the Commission – have agreed that the appropriate parity comparison for provisioning interconnection trunks is interexchange carriers, *not* Verizon MD's retail end-users, Core's and Staff's positions in this proceeding are inconsistent with their positions in the Maryland Carrier to Carrier Collaborative.

VIII. WHY VERIZON MD USES DEDICATED ENTRANCE FACILITIES FOR INTERCONNECTION

Q. WHY DOES VERIZON MD BUILD DEDICATED INTEROFFICE FACILITIES (PHYSICAL INFRASTRUCTURE) FOR TELECOMMUNICATIONS CARRIERS FOR PURPOSES OF INTERCONNECTION?

A. Verizon MD builds dedicated interoffice facilities to carriers because they generally require much larger amounts of capacity as compared to retail end-users. Both CLECs and IXCs typically order a substantial amount of high capacity services from Verizon MD that they use to connect to other carriers and/or to provide service to their end users. As such, Verizon MD these carrier locations (referred to as POPs) are similar in function to Verizon MD's own wire centers/end offices. Furthermore, Core clearly defines its

location (POP) as its "Baltimore Wire Center," not an end-user location.[16] Carriers (as compared to retail customers) also provide Verizon MD with a two-year forecast of their trunk interconnection requirements, six months in advance of the first forecasted trunk service date. This process is part of Verizon's Carrier to Carrier Performance Standards and Metrics. The purpose of these forecasts is to allow Verizon's network engineers to appropriately size and build the network infrastructure necessary to support the Carrier's interconnection trunk requirements. Verizon MD end-user customers do not provide such forecasts.

Q. DID CORE PROVIDE AN INTERCONNECTION TRUNK FORECAST TO VERIZON PRIOR TO ITS INITIAL INTERCONNECTION IN THE BALTIMORE LATA?

A Yes. Core submitted its initial forecast to Verizon MD on July 27, 1999.

Q. CONSIDERING CORE'S DEMAND FOR INTERCONNECTION TRUNKING IN THE BALTIMORE LATA BY SEPTEMBER 10, 1999, WOULD YOU CONSIDER THAT FORECAST TIMELY?

A. No. Forecasts of CLEC demand for local interconnection trunking are an integral part of the interconnection process in Verizon MD and throughout the entire Verizon footprint. The process (developed in collaboration with the CLECs) calls for CLECs to project trunk requirements six months in advance of the first forecasted trunk service date. As stated earlier, this six-month lead time allows Verizon MD to plan, engineer, and construct trunk network infrastructure in anticipation of aggregated trunk demands. This

[16] Complaint ¶ 3.

includes the entrance facility requirements (physical infrastructure from Verizon MD's serving wire center to the carrier's POP -- as is the case with Core).

Q. DOES VERIZON MD USE HIGH-CAPACITY OUTSIDE PLANT LOOP FACILITIES (SONET MULTIPLEXERS AND ASSOCIATED FIBER) FOR PURPOSES OF INTERCONNECTING WITH CLECS AND INTEREXCHANGE CARRIERS?

A. No. Verizon MD's high capacity outside plant loop facilities are designed, engineered, and built to meet end-user customers' requirements/services (e.g., DS1 and DS3 high capacity services). These facilities are not dedicated to individual end-users, but rather are shared among multiple end users (including both Verizon and CLEC end-users). In addition, end-user high capacity circuits (as opposed to IOF) are provisioned over various types of outside plant loop facilities, such as: copper (T1), fiber-based digital loop carrier equipment, and/or generally lower speed SONET multiplexers (e.g., OC3) and associated fiber facilities. However, dedicated entrance facilities for purposes of interconnection trunking generally use higher capacity (SONET OC-48), or occasionally OC-12 fiber optic multiplexers and associated fiber facilities. They are considered interoffice facilities and are designed and engineered by Verizon MD's IOF organization.

Q. ARE THERE OTHER REASONS WHY VERIZON MD USES ONLY DEDICATED FACILITIES AS OPPOSED TO HIGH-CAPACITY OUTSIDE PLANT LOOP FACILITIES FOR PURPOSES OF LOCAL TRUNK INTERCONNECTION WITH CLECS?

A. Yes. Allowing carriers to interconnect with Verizon MD using shared outside plant loop facilities places multiple retail customers' future service requirements at risk. For

example, Verizon MD may utilize a common (shared) multiplexer to serve high-capacity special access and unbundled services to multiple customers at a particular location. Those facilities (multiplexer) were designed/sized based on Verizon MD's best estimate of retail and wholesale end user customers' requirements at that location. If Verizon MD were forced to utilize this shared facility for purposes of CLEC trunk interconnection (as is the case with Core), then most likely, the capacity of such a multiplexer would prematurely exhaust and near term service requirements of both Verizon's end users and the end users of other carriers using Verizon Maryland's unbundled loop facilities would be at risk.[17] Verizon MD would need to build unanticipated additional facilities to satisfy near term demand for multiple end-users, only because of a CLEC's immediate, and generally substantial, requirement for transport capacity from Verizon MD.

Q. ARE THESE END-USERS ONLY VERIZON END-USERS?

A. No. The shared high capacity outside plant loop facilities are used to serve all end-users including Verizon's retail end-users, resellers' end-users, and CLECs' end users through Verizon unbundled high capacity loop facilities.

Q. IF CLECS PROVIDE VERIZON MD WITH FORECASTS, THEN WHY DOES VERIZON MD CONTINUE TO PROVISION DEDICATED FACILITIES FOR CLECS AS OPPOSED TO INCORPORATING SUCH FORECASTED DEMAND INTO THE DESIGN AND SIZING OF ITS HIGH CAPACITY OUTSIDE PLANT LOOP FACILITIES?

[17] It is important to note that generally the services that connect to a shared multiplexer are those that go to the end user's premise (regardless of whether it is a Verizon end user or the end user of a CLEC). Core requested interconnection trunking -- a service that is connected not to one of Core's end users, but to Core's switch. And, because carriers serve numerous customers, the requirements are different.